

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WK4RV6-4268-K007		PAGE 1 OF 21	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912PG-05-T-0005	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME STEFANIE ZEPTER				b. TELEPHONE NUMBER (No Collect Calls) 0931 2970 231	
9. ISSUED BY RCO WUERZBURG DEPARTMENT OF THE ARMY, USACCE FAULENBERG KASERNE, BLDG 216 NUERNBERGER STR. 51 APO AE 09244 TEL: 0931-296-4220 FAX: 0931-296-4846		CODE W912PG		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO DPW, 280TH BSB, UTILITIES DIVISION MR. HERMANN MEES GEBAEUDE 252 FRANZ-SCHUBERT-STRASSE 97421 SCHWEINFURT TEL: 354-6201 FAX:		CODE WK4RV6		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL.		CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 21	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER							
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

GENERAL INFORMATIONPERFORMANCE PERIODS:

BASIC YEAR: 15 December 2004-14 December 2005
CLIN 0001-0002AC
FIRST OPTION YEAR: 15 December 2005-14 December 2006
CLIN 1001-1002AC
SECOND OPTION YEAR: 15 December 2006-14 December 2007
CLIN 2001-2002AC

POINT OF CONTACT:

Mr. Mees/ Mr. Moechel
Tel; 09721-96-6201/6412

ADDENDUM TO BLOCK 18B OF STANDARD FORM 1449:

Please submit invoices to the address stated in block 15 of Standard Form 1449.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Rain Overflow Basin FFP Cleaning of one each concrete rain retention basin (480cbm) in Conn Barracks, 280th BSB Schweinfurt in accordance with Attachment I (4 pages english version, 4 pages german version) PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Rain Overflow Basin FFP Initiate laboratory analysis from the rain retention basin in accordance with attachment I, para 4.1. PURCHASE REQUEST NUMBER: WK4RV6-4268-K007	2	Service		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Rain Overflow Basin FFP Complete closing of drain system in accordance with attachment I, para 4.2. PURCHASE REQUEST NUMBER: WK4RV6-4268-K007	2	Service		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Rain Overflow Basin FFP Removal of mud and sand residues from the rain retention basin in accordance with attachment I, para 4.3. PURCHASE REQUEST NUMBER: WK4RV6-4268-K007	2	Service		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Rain Overflow Basin FFP Checking of the float control in accordance with attachment I, para 4.4. PURCHASE REQUEST NUMBER: WK4RV6-4268-K007	2	Service		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Rain Overflow Basin FFP Rinsing of sewer line in accordance with attachment I, para 4.5. PURCHASE REQUEST NUMBER: WK4RV6-4268-K007	2	Service		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Rain Overflow Basin FFP Final inspection in accordance with attachment I, para 4.6. PURCHASE REQUEST NUMBER: WK4RV6-4268-K007	2	Service		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Repair Work FFP Repair Work, only actually used hours and parts will be paid for. Authorized Callers are Mr. Mees/ Mr. Weller, Tel: 09721-96-6201 PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Repair Work FFP Estimated amount for spare parts in accordance with Attachment I, para 5.1----- -----PRICE WILL BE FILLED IN BY THE GOVERNMENT----- ----- PURCHASE REQUEST NUMBER: WK4RV6-4268-K007	1	Lump Sum		
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Repair Work FFP Estimated hours for malfunction search in accordance with Attachment I, para 5.2 PURCHASE REQUEST NUMBER: WK4RV6-4268-K007	60	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Repair Work FFP Estimated visits in accordance with Attachment I, para 5.3 PURCHASE REQUEST NUMBER: WK4RV6-4268-K007	20	Service		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Rain Overflow Basin FFP Cleaning of one each concrete rain retention basin (480cbm) in Conn Barracks, 280th BSB Schweinfurt in accordance with Attachment I (4 pages english version, 4 pages german version) PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA		2	Service		
OPTION	Rain Overflow Basin FFP Initiate laboratory analysis from the rain retention basin in accordance with attachment I, para 4.1. PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB		2	Service		
OPTION	Rain Overflow Basin FFP Complete closing of drain system in accordance with attachment I, para 4.2. PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC		2	Service		
OPTION	Rain Overflow Basin FFP Removal of mud and sand residues from the rain retention basin in accordance with attachment I, para 4.3. PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD		2	Service		
OPTION	Rain Overflow Basin				
	FFP				
	Checking of the float control in accordance with attachment I, para 4.4.				
	PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AE		2	Service		
OPTION	Rain Overflow Basin				
	FFP				
	Rinsing of sewer line in accordance with attachment I, para 4.5.				
	PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AF		2	Service		
OPTION	Rain Overflow Basin				
	FFP				
	Final inspection in accordance with attachment I, para 4.6.				
	PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002					
OPTION	Repair Work FFP Repair Work, only actually used hours and parts will be paid for. Authorized Callers are Mr. Mees/ Mr. Weller, Tel: 09721-96-6201 PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AA		1	Lump Sum		
OPTION	Repair Work FFP Estimated amount for spare parts in accordance with Attachment I, para 5.1----- -----PRICE WILL BE FILLED IN BY THE GOVERNMENT----- ----- PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AB		60	Hours		
OPTION	Repair Work FFP Estimated hours for malfunction search in accordance with Attachment I, para 5.2 PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AC		20	Service		
OPTION	Repair Work FFP Estimated visits in accordance with Attachment I, para 5.3 PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001					
OPTION	Rain Overflow Basin FFP Cleaning of one each concrete rain retention basin (480cbm) in Conn Barracks, 280th BSB Schweinfurt in accordance with Attachment I (4 pages english version, 4 pages german version) PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA OPTION	Rain Overflow Basin FFP Initiate laboratory analysis from the rain retention basin in accordance with attachment I, para 4.1. PURCHASE REQUEST NUMBER: WK4RV6-4268-K007	2	Service		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB OPTION	Rain Overflow Basin FFP Complete closing of drain system in accordance with attachment I, para 4.2. PURCHASE REQUEST NUMBER: WK4RV6-4268-K007	2	Service		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC OPTION	Rain Overflow Basin FFP Removal of mud and sand residues from the rain retention basin in accordance with attachment I, para 4.3. PURCHASE REQUEST NUMBER: WK4RV6-4268-K007	2	Service		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD		2	Service		
OPTION	Rain Overflow Basin FFP Checking of the float control in accordance with attachment I, para 4.4. PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE		2	Service		
OPTION	Rain Overflow Basin FFP Rinsing of sewer line in accordance with attachment I, para 4.5. PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AF		2	Service		
OPTION	Rain Overflow Basin FFP Final inspection in accordance with attachment I, para 4.6. PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002					
OPTION	Repair Work FFP Repair Work, only actually used hours and parts will be paid for. Authorized Callers are Mr. Mees/ Mr. Weller, Tel: 09721-96-6201 PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AA		1	Lump Sum		
OPTION	Repair Work FFP Estimated amount for spare parts in accordance with Attachment I, para 5.1----- -----PRICE WILL BE FILLED IN BY THE GOVERNMENT----- ----- PURCHASE REQUEST NUMBER: WK4RV6-4268-K007				
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AB OPTION	Repair Work FFP Estimated hours for malfunction search in accordance with Attachment I, para 5.2 PURCHASE REQUEST NUMBER: WK4RV6-4268-K007	60	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AC OPTION	Repair Work FFP Estimated visits in accordance with Attachment I, para 5.3 PURCHASE REQUEST NUMBER: WK4RV6-4268-K007	20	Service		

NET AMT

FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.225-13	Restrictions on Certain Foreign Purchases	JAN 2004
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.247-7023	Alt III Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2003)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

____ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

X 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____ 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

X 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____ 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: N/A

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this

paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)(flow down required in accordance with paragraph (d) of FAR clause 52.247-64), and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

Amendment to FAR 52.212-5:

- for overseas actions not exceeding the simplified acquisition threshold the paragraphs (c), (d) and (e) do not apply.
- for overseas actions exceeding the simplified acquisition threshold the paragraphs (c) and (e) do not apply.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor not later than 15 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov.far>
<http://farsite.hil.af.mil>
<http://www.dtic.mil/dfars>

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

CCE-225-4001 (Revised 11 Dec 02) INSTALLATION ACCESS CONTROL

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by German law to work in Germany. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:
<http://www.hq.usacce.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: Norbert Moechel, Utilities Division, 280th BSB _____

Location: DPW-Compound_____

Building No: _252_

DSN Phone No: 354-6201_____

Commercial Phone No: 09721-96-6201_____

Installation Access Control Office: _280th BSB Schweinfurt_____

Location: _DPW- Compound_____

Building No: __251, Room 207____

DSN Phone No: _354-6393____

Commercial Phone No: __09721-96-6393__

CCE-232-4005 FOREIGN VENDORS REQUESTING PAYMENT VIA ELECTRONIC FUNDS TRANSFER (OCTOBER 2003)

Foreign vendors requesting payment via Electronic Funds Transfer (EFT) shall provide the following information on their invoice at time of invoice submission. Only one EFT instruction per invoice is authorized.

SWIFT CODE

BLZ or BANK ROUTING NUMBER

ACCOUNT NUMBER

BANK NAME

International Bank Account Number (IBAN) (If Applicable) --- IBAN is required for payments in Italy.

IBAN applicability in Spain is anticipated in the near future. European countries are expected to be fully utilizing IBAN by the end of calendar year 2004.

WBG-204-4007 LEGAL AMERICAN HOLIDAYS

Work shall NOT be performed on American holidays.

- | | |
|-----------------------------|-------------------------------|
| 1. 1 January | New Year's Day |
| 2. 3rd Monday in January | Martin Luther King's Birthday |
| 3. 3rd Monday in February | Washington's Birthday |
| 4. Last Monday in May | Memorial Day |
| 5. 4th July | Independence Day |
| 6. 1st Monday in September | Labor Day |
| 7. 2nd Monday in October | Columbus Day |
| 8. 11 November | Veterans Day |
| 9. 4th Thursday in November | Thanksgiving Day |
| 10. 25th December | Christmas Day |

If U.S. holiday falls on a Saturday, then the official holiday is the preceding Friday. If U.S. holiday falls on a Sunday, then the official holiday is the following Monday.

WBG-204-4008 LEGAL GERMAN HOLIDAYS

Work shall NOT be performed on German holidays.

1. New Years Day	Neujahr
2. Three King's Day *	Drei Koenig (* Only in Baden Wuerttemberg and Bavaria)
3. Good Friday	Karfreitag
4. Easter Sunday	Ostersonntag
5. Easter Monday	Ostermontag
6. Labor Day	Maifeiertag
7. Ascension Day	Christi Himmelfahrt
8. White Sunday	Pfingsten
9. White Monday	Pfingsten
10. Corpus Christi *	Fronleichnam (* Only in Baden-Wuerttemberg, Bavaria, Hessen, Northrhine-Westphalia, Rhineland-Paltinate, and Saarland)
11. Feast of Peace *	Friedensfest (* Only in Augsburg)
12. Assumption Day *	Maria Himmelfahrt (* Only in Saarland and Roman Catholic areas of Bavaria)
13. Day of German Unity	Tag der Deutschen Einheit
14. All Saints' Day *	Allerheiligen (* Only in Baden-Wuerttemberg, Bavaria, Northrhine-Westphalia, Rhineland-Paltinate and Saarland)
15. Day of Repentance	Buss und Bettag (* Only in Sachsen)
16. 1st Christmas Day	1. Weihnachtstag
17. 2nd Christmas Day	2. Weihnachtstag

(* Holidays marked with an asterisk are applicable only to the area(s) shown in brackets below each day marked so.)